

ORIGINAL

DUNCAN RURAL SERVICES CORPORATION

RATE SCHEDULE R-I - RESIDENTIAL GAS SERVICE

**I. Availability**

Available to all residential customers within the corporations' certificated service area where facilities of adequate capacity and pressure are adjacent to the point of delivery.

**II. Applicability**

Applicable to all gas service supplied through one point of delivery and measured through one meter. Not applicable to temporary, standby, supplementary or resale service.

**III. Rates**

Monthly Service Charge	\$7.00
Commodity Charge - Per Therm for all gas	\$0.62393

**IV. Purchased Gas Adjustment**

The base cost of purchased gas is \$0.2912 per therm. Pursuant to the corporation's gas adjustment procedure, it may from time to time flow through to customers' increases or decreases in this cost, as approved by the Arizona Corporation Commission (ACC).

**V. Tax Adjustments and Regulatory Assessments**

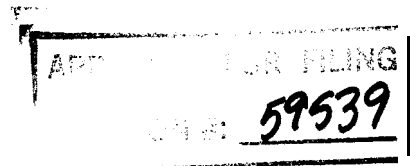
Total monthly sales for gas service are subject to adjustment for all federal, state and local governmental taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on gas utility gross revenues.

**VI. Conditions of Service**

The terms and conditions for the provision of service to the customer under this rate schedule are subject to the Rules and Regulations of the utility, as approved and modified from time to time by the ACC.

**VII. Effective Date**

This rate schedule is effective for all service on or after March 1, 1996, as authorized by the ACC in Decision No. 59539 dated February 21, 1996.



ORIGINAL

DUNCAN RURAL SERVICES CORPORATION

RATE SCHEDULE C-I - COMMERCIAL GAS SERVICE

I. Availability

Available to all commercial customers within the corporations' certificated service area where facilities of adequate capacity and pressure are adjacent to the point of delivery.

II. Applicability

Applicable to all gas service supplied through one point of delivery and measured through one meter. Not applicable to temporary, standby, supplementary or resale service.

III. Rates

Monthly Service Charge	\$10.00
Commodity Charge - Per Therm for all gas	\$0.56594

IV. Purchased Gas Adjustment

The base cost of purchased gas is \$0.2912 per therm. Pursuant to the corporations' gas adjustment procedure, it may from time to time flow through to customers' increases or decreases in this cost, as approved by the Arizona Corporation Commission (ACC).

V. Tax Adjustments and Regulatory Assessments

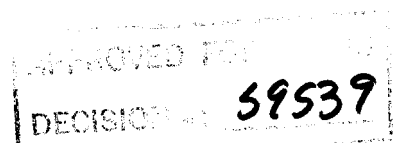
Total monthly sales for gas service are subject to adjustment for all federal, state and local governmental taxes or levies on such sales and any assessments that are or may be imposed by federal or state regulatory agencies on gas utility gross revenues.

VI. Conditions of Service

The terms and conditions for the provision of service to the customer under this rate schedule are subject to the Rules and Regulations of the utility, as approved and modified from time to time by the ACC.

VII. Effective Date

This rate schedule is effective for all service on or after March 1, 1996, as authorized by the ACC in Decision No. 59539 dated February 21, 1996.



ORIGINAL

DUNCAN RURAL SERVICE CORPORATION

RATE SCHEDULE I-I - IRRIGATION GAS SERVICE

**I. Availability**

Available to all irrigation customers within the corporations' certificated service area where facilities of adequate capacity and pressure are adjacent to the point of delivery.

**II. Applicability**

Applicable to all gas service supplied through one point of delivery and measured through one meter. Not applicable to temporary, standby, supplementary or resale service.

**III. Rates**

Monthly Service Charge	\$13.00
Commodity Charge • Per Therm for all gas	\$0.38020

**IV. Purchased Gas Adjustment**

The base cost of purchased gas is \$0.2912 per therm. Pursuant to the corporations' gas adjustment procedure, it may from time to time flow through to customers' increases or decreases in this cost, as approved by the Arizona Corporation Commission (ACC).

**V. Tax Adjustments and Regulatory Assessments**

Total monthly sales for gas service are subject to adjustments for all **federal, state and local governmental taxes or levies on such sales and any assessments** that are or may be imposed by federal or state regulatory agencies on gas utility gross revenues.

**VI. Conditions of Service**

The terms and conditions for the provision of service to the customer under **this rate schedule are subject to the Rules and Regulations of the utility, as approved and modified from time to time by the ACC.**

**VII. Effective Date**

This rate schedule is effective for all service on or after March 1, 1996, as **authorized by the ACC in Decision No. 59539 dated February 21, 1996.**

59539

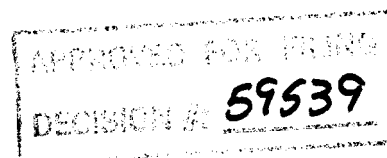
ORIGINAL

DUNCAN RURAL SERVICES CORPORATION

RATES AND CHARGES FOR OTHER SERVICES

I.	<u>Description of Service</u>	<u>Rate</u>
	Establishment of Service - Regular Hours	\$25.00
	Establishment of Service - After Hours	\$35.00
	Reestablishment of Service - Regular Hours	\$35.00
	Reestablishment of Service - After Hours	\$45.00
	Reconnection of Service - Regular Hours	\$25.00
	Reconnection of Service - After Hours	\$35.00
	Meter Reread Charge (No Charge for Read Error)	\$20.00
	Meter Test Fee (If Correct)	\$50.00
	Insufficient Funds Check	\$15.00
	Interest Rate on Customer Deposits (Per Annum)	6.00%
II.	<u>Effective Date</u>	

This rate schedule is effective for all service on or after March 1, 1996, as authorized by the ACC in Decision No. 59539 dated February 21, 1996.



ORIGINAL

DUNCAN RURAL SERVICES CORPORATION

RATE SCHEDULE PGA - PURCHASED GAS ADJUSTOR

I. Applicability

Applicable to all Therm sales of gas provided to all customers within the corporations' certified service area.

II. Gas Adjustment Procedure

The Corporation may increase or decrease customer's bills due to variance in the cost of purchased gas from the base cost of purchased included in its rate schedules. All such increases or decreases must be approved by the Arizona Corporation Commission (ACC). The base cost of gas in current rates is \$0.2912 per therm, as authorized by the ACC in Decision No. 59539 dated February 21, 1996.

III. Purchased Gas Adjustor

Purchased Gas Adjustment - Per Therm for all gas (\$0.02325)  
Negative Adjustor

IV. Effective Date

This rate schedule is effective for all service on or after March 1, 1996, as authorized by the ACC in Decision No. 59539 dated February 21, 1996.

RECEIVED  
DUNCAN RURAL SERVICES CORPORATION  
59539

# ORIGINAL

## DUNCAN RURAL SERVICES CORPORATION

PO BOX 440

DUNCAN, AZ 85534

Attachment - 2

Natural Gas Rates  
Purchased Gas Adjuster PGA

**APPLICABILITY:** The following adjustments shall be applied to the price for each therm delivered to all classes of sales served by Duncan Rural Services Corporation.

Bill Month	Rate Schedule	Usage Effective Date	Customer	Class	PGA This Period	PGA Last Period	Change
2002							
January	All Sales	01-Dec-00	All Sales		0.52760	0.50110	0.02650
February	All Sales	01-Jan-01	All Sales		0.14030	0.52760	(0.38730)
March	All Sales	01-Feb-01	All Sales		0.14030	0.14030	0.00000
April	All Sales	01-Mar-01	All Sales		0.07280	0.14030	(0.06750)
May	All Sales	01-Apr-01	All Sales				0.00000
June	All Sales	01-May-01	All Sales				0.00000
July	All Sales	01-Jun-01	All Sales				0.00000
August	All Sales	01-Jul-01	All Sales				0.00000
September	All Sales	01-Aug-01	All Sales				0.00000
October	All Sales	01-Sep-01	All Sales				0.00000
November	All Sales	01-Oct-01	All Sales				0.00000
December	All Sales	01-Nov-01	All Sales				0.00000

All sales customers who purchased gas are affected by the PGA rate increase authorized by Decision No. 61225.

APPROVED FOR FILING

DECISION #: 62994

**DUNCAN RURAL SERVICES CORPORATION  
RULES AND REGULATIONS**

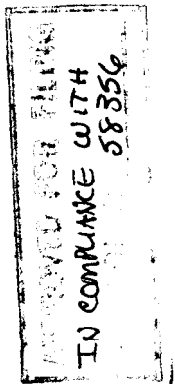
**IN COMPLIANCE WITH  
ARIZONA ADMINISTRATIVE CODE  
TITLE 14. CHAPTER 2**

**ORIGINAL**

**ARTICLE 3. GAS UTILITIES**

**301. DEFINITIONS**

- A. In these Rules and Regulations, the following definitions shall apply:
1. "Advance in aid of construction". Funds provided to the Corporation by the applicant under the terms of a main extension agreement the value of which may be refundable.
  2. "Applicant". A person requesting the Corporation to supply gas service.
  3. "Application". A request to the Corporation for gas service, as distinguished from an inquiry as to the availability or charges for such service.
  4. "Arizona Corporation Commission". The regulatory authority of the state of Arizona having jurisdiction over public service corporations operating in Arizona.
  5. "Billing Month". The period between any two regular readings of the Corporation's meters at approximately 30 day intervals.
  6. "Billing Period". The time interval between two consecutive meter readings that are taken for billing purposes.
  7. "British Thermal Unit". The amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at standard conditions.
  8. "Btu". British thermal unit.
  9. "Commodity charge". The unit of cost per billed usage, as set forth in the Corporation's tariffs.
  10. "Contributions in aid of construction". , Funds provided to the Corporation by the applicant under the terms of a main extension agreement and/or service connection tariff the value of which are not refundable.
  11. "Cubic foot"
    - a. In cases where gas is supplied and metered to customers at the standard delivery pressure, a cubic foot of gas is the volume of gas which, at the temperature and pressure existing in the meter, occupies one cubic foot.
    - b. Regardless of the pressure supplied to the customer, the volume of gas metered will be converted to the volume which the gas would occupy at standard conditions of 14.73 pounds per square inch absolute at 60 deg. F.
    - c. The standard cubic foot of gas for testing the gas itself for heating value shall be that volume of gas which, when saturated with water vapor and at a temperature of 60 deg. F and under a pressure equivalent to that of 30 inches of mercury (mercury at 32 deg. F and under standard gravity), occupies one cubic foot.
  12. "Ccf" One hundred (100) cubic feet.



13. "Curtailment priority". The order in which gas service is to be curtailed to various classifications of customers, as set forth in the Corporation's tariffs.
14. "Customer". The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt **and/or** payment of bills regularly issued in his name regardless of the identity of the actual user of the service.
15. "Customer charge". The amount the customer must pay the Corporation for the availability of gas service, excluding any gas used, as specified in the Corporation's **tariffs**.
16. "Day", Calendar day.
17. "Distribution main". A gas line of the Corporation from which service lines may be extended to customers.
18. "Elderly". A person who is 62 years of age or older.
19. "Handicapped". A person with a physical or mental condition which substantially contributes to the person's inability to manage his or her resources, carry out activities of daily living, or protect oneself from neglect or hazardous situations without assistance from others.
20. "Illness". A medical ailment or sickness for which a residential customer obtains a verifiable document from a licensed medical physician stating the nature of the illness and that discontinuance of service would be especially dangerous to the customer's health in the opinion of a licensed medical physician.
21. "Inability to pay". Circumstances where a residential customer:
  - a. Is not gainfully employed and unable to pay, or
  - b. Qualifies for government welfare assistance, but has not begun to receive assistance on the date that he receives his bill and can obtain verification from the government welfare assistance agency, or
  - c. Has an annual income below the published federal poverty level and can produce evidence of this, and
  - d. Signs a declaration verifying that the customer meets one of the above criteria and is either elderly, handicapped, or suffers from an illness.
22. **"Interruptible gas service". Gas service that is subject to interruption or curtailment as specified in the Corporation's tariff.**
23. "Main extension". The lines and equipment necessary to extend the existing gas distribution system to provide service to additional customers.
24. "Master meter". An instrument for measuring or recording the flow of gas at a single location where said gas is transported through an underground piping system to tenants or occupants for their individual consumption.
25. **"Mcf"**. One thousand (1,000) cubic feet.
26. "Meter". The instrument for measuring and indicating or recording the volume of gas or flow that has passed through it.
27. "Meter tampering". A situation where a meter has been illegally altered. Common examples are meter bypassing and other unauthorized connections.
28. "Minimum charge". The amount the customer must pay for the availability of gas service as specified in the Corporation's tariffs.



29. "Permanent customer". A customer who is a tenant or owner of a service location who applies for and receives gas service.
30. "Permanent service". Service which, in the opinion of the Corporation, is of a permanent and established character. The use of gas may be continuous, intermittent, or seasonal in nature.
31. "Person". Any individual, partnership, corporation, governmental agency, or other organization operating as a single entity.
32. "Point of delivery". The point where pipes owned, leased, or under license by a customer connect to the Corporation's pipes or at the outlet side of the meter.
33. "Premises". All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided by public streets, alleys or railways.
34. "Residential subdivision". Any tract of land which has been divided into four or more contiguous lots for use for the construction of residential buildings or permanent mobile homes for either single or multiple occupancy.
35. "Residential use". Service to customers using gas for domestic purposes such as space heating, air conditioning, water heating, cooking, clothes drying, and other residential uses and includes use in apartment buildings, mobile home parks, and other multiunit residential buildings.
36. "Restricted apparatus". Apparatus prohibited by the Commission or other governmental agency.
37. "Service area". The territory in which the Corporation has been granted a Certificate of Convenience and Necessity and is authorized by the Commission to provide gas service.
38. "Service line". A gas pipe that transports gas from a common source of supply (normally a distribution main) to the customer's point of delivery.
39. "Service establishment charge". A charge as specified in the Corporation's tariffs which covers the cost of establishing a new account.
40. "Service reconnect charge". A charge as specified in the Corporation's tariffs which must be paid by the customer prior to re-establishment of gas service each time the gas is disconnected for nonpayment or whenever service is discontinued for failure otherwise to comply with the Corporation's tariffs.
41. "Service re-establishment charge". A charge as specified in the Corporation's tariffs for service at the same location where the same customer had ordered a service disconnection within the preceding 12 month period.
42. "Single family dwelling". A house, an apartment, a mobile home permanently affixed to a lot, or any other permanent residential unit which is used as a permanent home.
43. "Standard delivery pressure" 0.25 pounds per square inch gauge at the meter or point of delivery.
44. "Tariffs". The documents filed with the Commission which list the services and products offered by the gas company and which set forth the terms and conditions and a schedule of the rates and charges for those services and products.
45. "Temporary service". Service to premises or enterprises which are temporary in character, or where it is known in advance that the service will be of limited duration. Service which, in the opinion of the Corporation, is for operations of a speculative character is also considered temporary service.
46. "Therm". A unit of heating value, equivalent to 100,000 British thermal units (**Btu's**).

47. **"Third-party notice", A** notice sent to an individual or a public entity willing to receive notification of the pending discontinuance of service of a customer of record in order to make arrangements on behalf of said customer satisfactory to the Corporation.
48. "Utility". The public service corporation providing gas service to the public in compliance with state law.
49. "Weather especially dangerous to health". That period of time commencing with the scheduled termination date when the local weather forecast, as predicted by the National Oceanographic and Administration Service, indicates that the temperature will not exceed 32 degrees Fahrenheit for the next day's forecast. The Commission may determine that any other weather conditions are especially dangerous to health as the need arises.

**301. CERTIFICATE OF CONVENIENCE AND NECESSITY FOR GAS UTILITIES;  
ADDITIONS/EXTENSIONS; ABANDONMENTS**

**303. ESTABLISHMENT OF SERVICE**

**A. Information from new applicants**

1. The Corporation may obtain the following minimum information from each new applicant for service:
  - a. Name or names of applicant (s).
  - b. Service address or location and telephone number.
  - c. Billing address or location and telephone number, if different than service address.
  - d. Address where service was provided previously.
  - e. Date applicant will be ready for service.
  - f. Indication of whether premises have been supplied with utility service previously.
  - g. **Purpose** for which service is to be used.
  - h. Indication of whether applicant is owner or tenant of or agent for the premises.
  - i. Information concerning the gas usage and demand requirements of the customers.
  - j. Type and kind of life-support equipment, if any, used by the customer.
2. The Corporation may require a new applicant for service to appear at the Corporation's designated place of business to produce proof of identity and sign the Corporation's application form.
3. Where service is requested by two or more individuals the Corporation shall have the right to collect the **full** amount owed to the Corporation from any one of the applicants.

**B. Deposits**

1. The Corporation shall not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:
  - a. The applicant has had service of a comparable nature with the Corporation at another service location within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or disconnected for nonpayment.
  - b. The applicant can produce a letter regarding credit or verification from a gas utility where service of a comparable nature was last received which states that the applicant has had service of a comparable nature with the utility at another service location within the past two (2) years and was not delinquent in payment more than twice during the last twelve (12) consecutive months or disconnected for nonpayment.
  - c. In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing customer with service who is acceptable to the Corporation or a surety bond as security for the Corporation.
2. The Corporation shall issue a nonnegotiable receipt to the applicant for the deposit. The inability of the customer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Corporation's records.
3. Deposits shall be interest bearing at six percent (6%).

4. The Corporation shall refund residential deposits and accrued interest or Letter of Guarantee or surety bond to expire after twelve (12) months of service if the customer has not been delinquent more than twice in the payment of utility bills.
5. The Corporation may require a residential customer to establish or re-establish a deposit if the customer becomes delinquent in the payment of three (3) or more bills within a twelve (12) consecutive month period or has been disconnected for service during the last twelve (12) months.
6. The amount of a deposit required by the Corporation shall be determined according to the following terms:
  - a. Residential customer deposits shall be \$100.00 minimum, or an amount not to exceed two times that customer's estimated average monthly bill.
  - b. Nonresidential customer deposits shall \$100.00 minimum, or an amount not to exceed two and one-half times that customer's estimated maximum monthly bill.
7. The Corporation may review the customer's usage after service has been connected and adjust the deposit amount based upon the customer's actual usage.
8. A separate deposit may be required for each meter installed.

C. **Grounds for refusal of service**

1. The Corporation may refuse to establish service if any of the following conditions exist:
  - a. The applicant has an outstanding amount due for the same class of utility service with the Corporation and the applicant is unwilling to make arrangements with the Corporation for payment.
  - b. A condition exists which in the Corporation's judgment is unsafe or hazardous to the applicant, the general population, or the Corporation's personnel or facilities.
  - c. Refusal by the applicant to provide the Corporation with a deposit when the customer has failed to meet the credit criteria for waiver of deposit requirements.
  - d. Customer is known to be in violation of the Corporation's tariffs.
  - e. Failure of the customer to furnish such **funds**, service, equipment, **and/or** rights-of-way necessary to serve the customer and which have been specified by the Corporation as a condition for providing service.
  - f. Applicant falsifies his or her identity for the purpose of obtaining service.

D. **Service establishments, re-establishment or reconnection charge**

1. The Corporation may make a charge for the establishment, re-establishment, or reconnection of utility services.
2. Should service be established during a period other than regular working hours at the customer's request, the customer may be required to pay an after-hour charge for the service connection. Where the Corporation scheduling will not permit service establishment on the same day requested, the customer can elect to pay the after-hour charge for establishment that day or his service will be established on the next available normal working day.
3. For the purpose of this rule, the definition of service establishments are where the customer's facilities are ready and acceptable to the Corporation and the Corporation needs only to install a meter, read a meter, or turn the service on.
4. The Corporation shall relight pilots which have been accidentally extinguished at no charge. Relighting of pilots which have been intentionally turned off by the customer or at his request will be done by the Corporation at the tariff for reconnection of service.

E. Temporary service

1. Applicants for temporary service may be required to pay the Corporation, in advance of service establishment, the estimated cost of installing and removing the facilities necessary for furnishing the desired service.
2. Where the duration of service is to be less than one (1) month, the applicant may also be required to advance a sum of money equal to the estimated bill for service.
3. Where the duration of service is to exceed one (1) month, the applicant may also be required to meet the deposit requirements of the Corporation.
4. If at any time during the term of the agreement for service the character of a temporary customer's operations changes so that in the opinion of the Corporation the customer is classified as permanent, the terms of the Corporation's main extension rules shall apply.

### 304. MINIMUM CUSTOMER INFORMATION REQUIREMENTS

#### A. Information for residential customers

1. The Corporation shall make available upon customer request not later than sixty 60 days from the date of request a concise summary of the rate schedule applied for by such customer. The summary shall include the following:
  - a. Monthly minimum or customer charge, identifying the amount of the charge.
  - b. Any adjustment factor (s) and method of calculation.
2. The Corporation shall to the extent practical identify the tariff most advantageous to the customer and notify the customer of such prior to service commencement.
3. In addition, the Corporation shall make available upon customer request no later than sixty 60 days from the date of request a copy of the Corporation's rules and regulations concerning:
  - a. Deposits.
  - b. Termination of service.
  - c. Billing and collection
  - d. Complaint handling
4. The Corporation ~~upon request of a customer~~ shall transmit a written statement of actual consumption by such customer for each billing period during the prior twelve (12) months unless such data is not reasonably ascertainable.
5. The Corporation shall inform all new customers of their rights to obtain the information specified above.

### 305. MASTER METERING

- A. Mobile home parks -- new construction/expansion
  - 1. The Corporation shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by the Corporation. Main extensions and service line connections to serve such new construction or expansion shall be governed by the main extension and/or service line connection rules of the Corporation.
  - 2. Permanent residential mobile home parks for the purpose of this rule shall mean mobile home parks where, in the opinion of the Corporation, the average length of stay for an occupant is a minimum of six (6) months.
  - 3. For the purposes of this rule, expansion means construction which has been started for additional permanent residential spaces after the effective date of this rule.

### 306. SERVICE LINES AND ESTABLISHMENTS

- A. Priority and timing of service establishments
1. After an applicant has complied with the Corporation's application and deposit requirements and has been accepted for service by the Corporation, the Corporation shall schedule that customer for service establishment.
  2. Service establishments shall be scheduled for completion within five (5) working days of the date the customer has been accepted for service, except in those instances when the customer requests service establishment beyond the five (5) working day limitation.
  3. When the Corporation has made arrangements to meet with a customer for service establishment purposes and the Corporation or the customer cannot make the appointment during the prearranged time, the Corporation shall reschedule the establishment to the satisfaction of both parties.
  4. The Corporation shall schedule service establishment appointments within a maximum range of four (4) hours during normal working hours, unless another time frame is mutually agreeable to the Corporation and the customer.
  5. ~~Service establishments shall be made only by qualified~~ utility service personnel.
  6. For the purposes of this rule, service establishments are where the customer's facilities are ready and acceptable to the Corporation and the Corporation needs only to install or read a meter or turn the service on.
- B. Service lines
1. Customer provided facilities
    - a. An applicant for services shall be responsible for the safety and maintenance of all customer piping from the point of delivery.
    - b. Meters shall be installed in a location suitable to the Corporation where the meters will be safe from street **traffic**, readily and safely accessible for reading, testing and inspection, and where such activities will cause the least interference and inconvenience to the customer. The customer shall provide, without cost to the Corporation, at a suitable and easily accessible location, **sufficient** and proper space for the installation of meters.
    - c. ~~Where the meter or service line location on the customer's premises is changed at the request of the customer or due to alterations on the customer's premises, the~~ customer shall provide and have installed at his expense all customer piping necessary for relocating the meter and the Corporation may make a charge for moving the meter and/or service line.
  2. Company provided facilities
    - a. Extensions of gas distribution services necessary to furnish permanent service to applicant will be made by the Corporation in accordance with this rule:
      - (1) General
        - (a) The Corporation will construct, own, operate and maintain service lines of suitable capacity from its gas main to a meter location on the **property** of the applicant that is satisfactory to the Corporation.
      - (2) Service Extension Allowances



- (a) Residential and Small Commercial Customers: The maximum allowable free footage for service extensions to permanent residential and small commercial customers shall be **fifty** (50) feet of service line, plus footage across all intersecting dedicated streets, alleys and public ways. The Corporation shall install that portion of each service in excess of this footage allowance subject to a non-refundable contribution to be paid by applicant prior to construction.
  - (b) Large Commercial and Industrial Customers: The Maximum allowable free investment for service extension to large commercial and industrial customers, including agricultural pumping customers, shall be included in the total allowance as provided for in the Main Extension Allowances. The cost of metering and regulation equipment shall be included in the cost of the service extension for these customers.
- (3) General Conditions And Other Provisions
  - (a) An applicant who would be entitled to a free main extension pursuant to the Main Extension Allowances, but who does not require all of the free main extension for which they are eligible, may apply the amount of the unused portion of such free main extension toward the cost of the service line necessary to reach the applicant's meter location, provided that the total investment borne by the Corporation does not exceed the sum of the free allowances provided for in the Service and Main Extension Allowances.
  - (b) All easements or right-of-way required by the Corporation for an extension, or any part thereof, on the customer's premises or other private property, to serve that customer, shall be furnished without cost to the Corporation.
  - (c) The Corporation shall determine the appropriate length, configuration and size of service consistent with established engineering and safety standards. In general, this length shall be the shortest practical and available route. Should the Corporation be required to install special facilities to provide service, the cost of these facilities shall be borne by the customer.
  - (d) When, in the judgment of the Corporation, the relocation of a service, including metering facilities, is necessary for the provision of continued adequate service by the Corporation, the cost of such relocation work shall be borne by the Corporation. If relocation of a service line, including meters and regulators, is due solely to meet the convenience or requirements of the customer, the cost of such relocation shall be borne by the customer.

- (e) The Corporation will not install more than one (1) service line to supply a single premise, unless it is for the convenience of the Corporation or an applicant requests an additional service, and in the opinion of the Corporation, an unreasonable burden would be placed on the applicant if the additional service were denied. When an additional service is installed at the applicant's request, the applicant shall make a non-refundable contribution for the additional service based on the Corporation's estimated cost.
  - (f) When an applicant requests gas service for premises that are occupied on a seasonal or part-time basis, fifty percent (50%) of the free investment allowance provided for in this section will apply. No free allowance will be made for equipment used for standby or emergency purposes only.
  - (g) Should the application of any of the provisions of this section appear to impose an unjust hardship on either the Corporation or the applicant, the Corporation or provisions in question may be waived or modified by mutual agreement of the parties. Such agreements are subject to approval by the Commission.
- b. Any service line in excess of that allowed at no charge shall be paid by the customer as a contribution in aid of construction.
- 3. Easements and rights-of-way
  - a. Each customer shall grant adequate easement and right-of-way satisfactory to the Corporation to ensure proper service connection. Failure on the part of the of the customer to grant adequate easement and right-of-way shall be grounds for the Corporation to refuse service.
  - b. When the Corporation discovers that a customer or his agent is performing work or has constructed facilities adjacent to or within an easement or right-of-way and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the Corporation's access to equipment, the Corporation shall notify the customer or his agent and shall take whatever actions are necessary to eliminate the hazard, obstruction or violation at the customer's expense.

### 307. MAIN EXTENSIONS

#### A. General requirements

1. Upon request by an applicant for a main extension, the Corporation shall prepare, without charge, a preliminary sketch and rough estimates of the cost of installation to be paid by said applicant.
2. Any applicant for a main extension requesting the Corporation to prepare detailed plans, specifications, or cost estimates may be required to deposit with the Corporation an amount equal to the estimated cost of preparation. The Corporation shall upon request, make available within ninety (90) days after receipt of the deposit referred to above, such plans, specifications, or cost estimates of the proposed main extension. Where the applicant authorizes the Corporation to proceed with construction of the extension, the deposit shall be non-refundable. If the extension is to include over sizing of facilities to be done at the Corporation's expense, appropriate details shall be set forth in the plans, specifications and cost estimate. Subdividers providing the Corporation with approved plats shall be provided with plans, specifications or cost estimates within forty (45) days after receipt of the deposit referred to above.
3. Where the Corporation requires an applicant to advance funds for a main extension, the Corporation shall furnish the applicant with a copy of this rule prior to the applicant's acceptance of the Corporation's extension agreement.
4. All main extension agreements requiring payment by the applicant shall be in writing and signed by each party.
5. The provisions of this rule apply only to those applicants who in the Corporation's judgment will be permanent customers of the Corporation. Applications for temporary service shall be governed by the rules concerning temporary service applications.

#### B. Minimum written agreement requirements

1. Each main extension agreement shall, at a minimum, include the following information:
  - a. Name and address of applicant (s).
  - b. Proposed service address or location.
  - c. Description of requested service.
  - d. Description and sketch of the requested main extension.
  - e. A cost estimate to include materials, labor, and other costs as necessary.
  - f. Payment terms.
  - g. A concise explanation of any refunding provisions, if applicable.
  - h. The Corporation's estimated start date and completion date for construction of the main extension.
  - i. A summary of the results of the economic feasibility analysis performed by the Corporation to determine the amount of advance required from the applicant for the proposed main extension.
2. The applicant shall be provided with a copy of the written main extension agreement.

#### C. Main extension requirements

1. Extension of gas distribution mains necessary to furnish permanent service to applicants will be made in accordance with this rule.
  - a. General

- (1) The Corporation will construct, own operate and maintain gas distribution main extensions only along public streets, roads and highways which the Corporation has the legal right to occupy, and on public lands and private property across which right-of-way, satisfactory to the Corporation, may be obtained without cost or condemnation by the Corporation.
- b. Main Extension Allowances
  - (1) Residential and Small Commercial Customers: The maximum allowable free footage for main extensions to permanent residential and small commercial customers shall be seventy five (75) feet of main, plus footage across all intersecting dedicated streets, alleys and public ways. The Corporation shall install that portion of the main in excess of the allowable free footage subject to a refundable advance to be paid prior to construction.
  - (2) Large Commercial and Industrial Customers: The Maximum allowable free investment for main **extensions** to large commercial and industrial customers, including agricultural pumping customers, shall not exceed two (2) times gross margin where gross margin equals estimated annual revenues from the customer, less the cost of gas purchased to serve the customer. The cost of main extensions in excess of the allowable investment shall be installed by the Corporation subject to a refundable advance to be paid prior to construction.
  - (3) An economic feasibility analysis for those extensions which exceed the maximum footage and/or equipment analysis shall consider the incremental revenues and costs associated with the main extension. In those instances where the requested main extension does not meet the economic feasibility criteria established by the Corporation, the Corporation may require the customer to provide funds to the Corporation, which will make the main extension economically feasible. The methodology employed by the Corporation in determining economic feasibility shall be applied uniformly and consistently to each applicant requiring a main extension.
  - (4) Amounts advanced by **applicant** under a main extension agreement will be refunded, without interest, in the following manner:
    - (a) A refund will be made for each additional customer connected to an extension by a service line equal to the value of the connecting customer's free extension allowance.
    - (b) When two or more parties make a joint advance on the same extension, refundable amounts will be distributed in the same proportion as their individual advances bear to the total joint advance.
    - (c) Any assignment by a customer of their interest in any portion of an advance, which at the time remains unrefunded, must be made in writing and approved by the Corporation.

- (d) The customer may request an annual survey to determine if additional customers have been connected to and are using service from the extension. Refunds will be made annually, or intermittently within the annual period at the option of the Corporation. Amounts refunded may be accumulated to a minimum of \$50, or the total refundable balance if less than \$50.
    - (e) In no case shall the amount of the refund exceed the amount originally advanced.
  - (5) All advances in aid of construction shall be noninterest bearing.
  - (6) If after five (5) years from the Corporation's receipt of the advance, the advance has not been totally refunded, the advance shall be considered a contribution in aid of construction and shall no longer be **refundable**.
  - (7) In any instance where the Corporation is able to reduce its cost by participating in a community ditch program with another utility, the amount of the free main extension shall equal, and not exceed the normal cost of installing seventy five (75) feet of main by the Corporation.
- 2. General Conditions and Other Provisions
  - a. All easements or right-of-ways required by the Corporation for an extension, or any part thereof, on the customer's premises or other private property, to serve that customer, shall be furnished without cost to the Corporation.
  - b. The Corporation shall determine the appropriate length, configuration and size of the required main extension consistent with established engineering and safety standards. In general, this length shall be the shortest practical and available route. Should the Corporation be required to install special facilities to extend mains, the cost of these facilities shall be borne by the customer.
  - c. When, in the judgment of the Corporation, the relocation of a main is necessary for the provision of continues adequate service by the Corporation, the cost of such relocation work shall be borne by the Corporation. If relocation of a main is due solely to meet the convenience or requirements of the customer, the cost of such relocation shall be borne by the customer.
  - d. When an applicant requests gas service for premised that are occupied on a seasonal or part-time basis, **fifty** percent (50%) of the free investment allowance provided for in this rule will apply. No free allowance will be made for equipment used for standby or emergency purposes only.
  - e. Should the application of any of the provisions of this rule appear to impose an unjust hardship on either the Corporation or the customer, the provision or provisions in question may be waived or modified by mutual agreement of the parties. Such agreements are subject to approval by the Commission.
  - f. Taxes associated with non-refundable contributions and advances. Any federal, state or local income taxes resulting from a non-refundable contribution or advance by the customer in compliance with this rule will be recorded as a deferred tax and appropriately reflected in the Corporation's rate base. These deferred taxes will be amortized over the remaining tax life of the asset.
- D. Residential subdivision development and permanent mobile home parks
  - 1. Advances

- a. Gas distribution service and main extensions to and within individually-metered subdivisions, housing projects, multi-family dwellings and mobile home parks or estates will be constructed, owned and maintained by the Corporation in advance of applications for service by bona fide customers only when the entire estimated cost of such extensions as determined by the Corporations is advance to the Corporation, and a main extension contract is executed. This advance may include the cost of any gas facilities installed at the Corporation's expense in conjunction with a previous service or main extension in anticipation of the current extension.
  - b. When a subdivider/ builder/developer is building a project in consecutive phases such that each phase is constructed separately and requires separate advances, unused allowances from on phase may be applied to an outstanding advance in any other phase so long as such outstanding advance is still eligible for refund.
- E. Ownership of facilities
  - 1. Any facilities installed hereunder shall be the sole property of the Corporation.

### 308. PROVISION OF SERVICE

#### A. Corporation responsibility

1. The Corporation shall be responsible for the safe transmission and distribution of gas until it passes the point of delivery to the customer.
2. The Corporation shall be responsible for maintaining in safe operating condition all meters, regulators, service pipe or other fixtures installed on the customer's premises by the Corporation for the purpose of delivering gas to the customer.
3. The Corporation may, at its option, refuse service until the customer's pipes and appliances have been tested and found to be safe, free from leaks, and in good operating condition. Proof of such testing shall be in the form of a certificate executed by a licensed plumber or local inspector, certifying that the customer's facilities have been tested and are in safe operating condition.
4. The Corporation shall be required to test the customer's piping for leaks when the gas is turned on. If such tests indicate leakage in the customer's piping, the Corporation shall refuse to provide service until such time as the customer has had the leakage corrected.

#### B. Customer responsibility

1. Each customer shall be responsible for maintaining all customer piping, fixtures and appliances on the customer's side of the point of delivery in safe operating condition.
2. Each customer shall be responsible for safeguarding all Corporation property installed in or on the customer's premises for the purpose of supplying utility service.
3. Each customer shall exercise all reasonable care to prevent loss or damage to Corporation property, excluding ordinary wear and tear. The customer shall be responsible for loss of or damage to Corporations property on the customer% premises arising from neglect, carelessness, or misuse and shall reimburse the Corporation for the cost of necessary repairs or replacements.
4. Each customer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering, tampering or bypassing the Corporation meter.
5. Each customer shall be responsible for notifying the Corporation of any gas leakage identified in the customer's or the Corporation's equipment.

#### C. Continuity of service

1. The Corporation shall make reasonable efforts to supply a satisfactory and continuous level of service. However, the Corporation shall not be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from:
  - a. Any cause against which the Corporation could not have reasonably foreseen or made provision for, i.e., force majeure.
  - b. Intentional service interruptions to make repairs or perform routine maintenance.
  - c. Curtailment.

#### D. Change in character of service

1. When a change is made by the Corporation in the type of service rendered which would adversely **affect** the efficiency of operation or require the adjustment of the equipment of customers, all customers who may be affected shall be notified by the Corporation at least thirty (30) days in advance of the change or, if such notice is not possible, as early as feasible. Where adjustments or replacements of the Corporation's standard equipment must be made to permit use under such changed conditions, adjustments shall be made by the Corporation without charge to the customers.
- E. Service interruptions
1. The Corporation shall make reasonable efforts to re-establish service within the shortest possible time when service interruptions occur.
  2. The Corporation shall make reasonable provisions to meet emergencies resulting from failure of service, and the Corporation shall issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.
  3. In the event of a national emergency or local disaster resulting in disruption of normal service, the Corporation may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.
  4. When the Corporation plans to interrupt service for more than four (4) hours to perform necessary repairs or maintenance, the Corporation shall attempt to inform affected customers at least twenty four (24) hours in advance of the scheduled date and estimated duration of the service interruption. Such repairs shall be completed in the shortest possible time to minimize the inconvenience to the customers of the Corporation.
- F. Heat value standard for natural gas
1. Each gas utility operating under the jurisdiction of the Commission shall supply gas to its customers with an average total heating value of not less than nine hundred (900) Btu's per cubic foot. The number of Btu's per cubic foot actually delivered through the customer's meter will vary according to the altitude/elevation of the location where the customer is being provided service.
- G. Standard delivery pressure
1. The Corporation shall maintain a standard delivery pressure at the outlet of the customer's meter of approximately 0.25 pounds per square inch gauge subject to variation under load conditions.
  2. In cases where a customer desires service at greater than standard delivery pressure, the Corporation may supply at its option such greater pressure if and only as long as the **furnishing** of gas to such customer at higher than standard delivery pressure will not be detrimental to the service of other customers of the Corporation. The Corporation reserves the right to lower said delivery pressure or discontinue the delivery of gas at higher pressure at any time upon reasonable notice to the customer. Where service is provided at such higher pressure, the meter volumes shall be corrected to that higher pressure.



### 309. METER READING

- A. Company or customer meter reading
  1. The Corporation may at its discretion allow for customer reading of meters.
  2. It shall be the responsibility of the Corporation to inform the customer how to properly read his or her meter.
  3. Where a customer reads his or her own meter, the Corporation will read the customer's meter at least once every six (6) month.
  4. The Corporation shall provide the customer with postage-paid cards or other methods to report the monthly reading to the Corporation.
  5. The Corporation shall specify the timing requirements for the customer to submit his or her monthly meter reading to conform with the Corporation's billing cycle.
  6. In the event the customer fails to submit the reading on time, the Corporation may issue the customer an estimated bill.
  7. Meters shall be read monthly on as close to the same day as practical.
- B. Measuring of service
  1. All gas sold by the Corporation shall be metered except in the case of gas sold according to a fixed charge schedule or when otherwise authorized by the Commission.
  2. When there is more than one meter at a location, the metering equipment shall be so tagged or plainly marked as to indicate the facilities being metered.
- C. Customer requested rereads
  1. The Corporation shall at the request of a customer reread the customer's meter within ten working days after such request by the customer.
  2. Any rereads may be charged to the customer at a rate on file and approved by the Commission, provided that the original reading was not in error.
  3. When a reading is found to be in error, the reread shall be at no charge to the customer.
- D. Access to customer premises
  1. The Corporation shall at all times have the right of safe ingress to and egress from the customer's premises at all reasonable hours for any purpose reasonably connected with the furnishing of service and the exercise of any and all rights secured to it by law or these rules.
- E. Meter testing and maintenance program
- F. Customer requested meter tests
  1. The Corporation shall test a meter upon customer request, and the Corporation shall be authorized to charge the customer for such meter test according to the tariff. However, if the meter is found to be in error by more than 3%, no meter testing fee will be charged to the customer.

### 310. BILLING AND COLLECTION

#### A. Frequency and estimated bills

1. The Corporation shall bill monthly for services rendered. Meter readings shall be scheduled for periods of not less than 25 days or more than 35 days.
2. If the Corporation is unable to read the meter on the scheduled meter read date, the Corporation will estimate the consumption for the billing period giving consideration to the following factors where applicable:
  - a. The customer's usage during the same month of the previous year.
  - b. The amount of usage during the preceding month.
3. After the second consecutive month of estimating the customer's bill for reasons other than severe weather, the Corporation will attempt to secure an accurate reading of the meter.
4. Failure on the part of the customer to comply with a reasonable request by the Corporation for access to its meter may lead to the discontinuance of service.
5. Estimated bills will be issued only under the following conditions:
  - a. Severe weather conditions which prevent the Corporation from reading the meter.
  - b. Circumstances that make it impossible to read the meter, i.e., locked gates, blocked meter, vicious or dangerous animals, etc.
6. Each bill based on estimated usage will indicate that it is an estimated bill.

#### B. Combining meters, minimum bill information

1. Each meter at a customer's premises will be considered separately for billing purposes, and the readings of two or more meters will not be combined except those approved by the Corporation.

#### C. Billing terms.

1. All bills for utility services are due and payable no later than ten days from the date the bill is rendered. Any payment not received within this time frame shall be considered past due.
2. For purposes of this rule, the date a bill is rendered may be evidenced by:
  - a. The postmark date.
  - b. The mailing date.
  - c. The billing date shown on the bill (however, the billing date shall not differ from the postmark or mailing date by more than two days).
3. All past due bills for utility services are due and payable within 15 days. Any payment not received within this time frame shall be considered delinquent.
4. All delinquent bills for which payment has not been received within **five** days shall be subject to the provisions of the Corporation's termination procedures.
5. All payments shall be made at or mailed to the **office** of the Corporation or to the Corporation's duly authorized representative.

#### D. Applicable tariffs, prepayment, failure to receive, commencement date, taxes.

1. Each customer shall be billed under the applicable tariff indicated in the customer's application for service.
2. The Corporation shall make provisions for advance payment of utility services.

3. Failure to receive bills or notices which have been properly placed in the United States mail shall not prevent such bills from becoming delinquent nor relieve the customer of his obligations therein.
  4. Charges for service commence when the service is installed and connection made, whether used or not.
- E. Meter error corrections
1. If any meter after testing is found to be more than 3% in error, either fast or slow, proper correction between 3% and the amount of the error shall be made of previous readings and adjusted bills shall be rendered according to the following terms:
    - a. For the period of three (3) months immediately preceding the removal of such meter from service for test or from the time the meter was in service since last tested, but not exceeding three (3) months since the meter shall have been shown to be in error by such test.
    - b. From the date the error occurred, if the date of the cause can be definitely fixed.
  2. No adjustment shall be made by the Corporation except to the customer last served by the meter tested.
- F. Insufficient funds (NSF) checks
1. The Corporation shall recover a fee for each instance where a customer tenders payment for utility service with an insufficient funds check.
  2. When the Corporation is notified by the customer's bank that there are insufficient funds to cover the check tendered for utility service, the Corporation may require the customer to make payment in cash, by money order, certified check, or other means which guarantee the **customer's** payment to the Corporation.
  3. A customer who tenders an **insufficient** check shall in no way be relieved of the obligation to render payment to the Corporation, under the original terms of the bill nor defer the Corporation's provision for termination of service for nonpayment of bills.
- G. Levelized billing plan
- H. Elevation/pressure adjustment
1. The Corporation, as a part of a general rate proceeding, file an adjustment factor to be applied to customer meter recordings to adjust for differences in pressure due to elevation.
- I. Deferred payment plan
1. The Corporation may, prior to termination, offer to qualifying residential customers a deferred payment plan for the customer to retire unpaid bills for utility service.
  2. Each deferred payment agreement entered into by the Corporation and the customer due to the customer's inability to pay an outstanding bill in **full** shall provide that service will not be discontinued if
    - a. Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the deferred payment agreement.
    - b. Customer agrees to pay all future bills for utility service in accordance with the billing and collection tariffs of the Corporation.
    - c. Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six months.

3. For the purposes of determining a reasonable installment payment schedule under these rules, the Corporation and the customer shall give consideration to the following conditions:
  - a. Size of the delinquent account.
  - b. Customer's ability to pay.
  - c. Customer's payment history.
  - d. Length of time that the debt has been outstanding.
  - e. Circumstances which resulted in the debt being outstanding.
  - f. Any other relevant factors related to the circumstances of the customer.
4. Any customer who desires to enter into a deferred payment agreement shall establish such agreement prior to the Corporation's scheduled termination date for nonpayment of bills; customer failure to execute a deferred payment agreement prior to the scheduled termination date shall not prevent the Corporation from discontinuing service for nonpayment.
5. Deferred payment agreements may be in writing and may be signed by the customer and an authorized utility representative.
6. A deferred payment agreement may include a finance charge.
7. If a customer has not fulfilled the terms of a deferred payment agreement, the Corporation shall have the right to disconnect service pursuant to the Corporation's termination of service rules and, under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

J. Change of occupancy

1. Not less than three working days advance notice must be given in person, in writing, or by telephone at the Corporation's **office** to discontinue service or to change occupancy.
2. The outgoing party shall be responsible for all utility services provided and/or consumed up to the scheduled turn-off date.

### 311. TERMINATION OF SERVICE

#### A. Nonpermissible reasons to disconnect service

1. The Corporation may not disconnect service for any of the reasons stated below:
  - 'a. Delinquency in payment for services rendered to a prior customer at the premises where service is being provided, except in the instance where the prior customer continues to reside on the premises.
  - b. Failure of the customer to pay for services or equipment which are not regulated by the Commission.
  - c. Nonpayment of a bill related to another class of service.
  - d. Failure to pay for a bill to correct a previous underbilling due to an inaccurate meter or meter failure if the customer agrees to pay over a reasonable period of time.
  - e. The Corporation shall not terminate residential service where the customer has an inability to pay and:
    - i. The customer can establish through medical documentation that, in the opinion of a licensed medical physician, termination would be especially dangerous to the customer or a permanent resident residing on the customer's premises health, or
    - ii. Life supporting equipment used in the home that is dependent on utility service for operation of such apparatus, or
    - iii. Where weather will be especially dangerous to health as defined herein or as determined by the Commission.
  - f. Residential service to ill, elderly, or handicapped persons who have an inability to pay will not be terminated until ail of the following have been attempted:
    - i. The customer has been informed of the availability of funds from various government and social assistance agencies.
    - ii. A third party previously designated by the customer has been notified and has not made arrangements to pay the outstanding utility bill.
  - g. A customer utilizing the provisions of e. or f. above may be required to enter into a deferred payment agreement with the Corporation within ten days after the scheduled termination date.
  - h. Failure to pay the bill of another customer as guarantor thereof.
  - i. Disputed bills where the customer has complied with the Commission's rules on customer bill disputes.

#### B. Termination of service without notice

1. Utility service may be disconnected without advance written notice under the following conditions:
  - a. The existence of an obvious hazard to the safety of health of the consumer or the general population.
  - b. The Corporation has evidence of meter tampering or fraud.
  - c. Failure of a customer to comply with the curtailment procedures imposed by a utility during supply shortages.
2. The Corporation shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of the Corporation.

C. Termination of service with notice

1. The Corporation may disconnect service to any customer for any reason stated below provided the Corporation has met the notice requirements established by the Commission:
  - a. Customer violation of any of the Corporation's tariffs.
  - b. Failure of the customer to pay a delinquent bill for utility service.
  - c. Failure to meet or maintain the Corporation's deposit requirements.
  - d. Failure of the customer to provide the Corporation reasonable access to its equipment and property.
  - e. Customer breach of a written contract for service between the Corporation and customer.
  - f. When necessary for the Corporation to comply with an order of any governmental agency having such jurisdiction.

D. Termination notice requirements

1. The Corporation shall not terminate service to any of its customers without providing advance written notice to the customer of the Corporation's intent to disconnect service, except under those conditions specified where advance written notice is not required.
2. Such advance written notice shall contain, at a minimum, the following information:
  - a. The name of the person whose service is to be terminated and the address where service is being rendered.
  - b. The Corporation tariff that was violated and explanation thereof or the amount of the bill which the customer has failed to pay in accordance with the payment policy of the Corporation, if applicable.
  - c. The date on or after which service may be terminated.
  - d. A statement advising the customer that the Corporation's stated reason for the termination of services may be disputed by contacting the Corporation at a specific address or phone number, advising the Corporation of the dispute and making arrangements to discuss the cause for termination with a responsible employee of the Corporation in advance of the scheduled date of termination. The responsible employee shall be empowered to resolve the dispute and the Corporation shall retain the option to terminate service after affording this opportunity for a meeting and concluding that the reason for termination is just and advising the customer of his right to file a complaint with the Commission.
3. Where applicable, a copy of the termination notice will be simultaneously forwarded to designated third parties.

E. Timing of termination's with notice

1. The Corporation **shall** be required to give at least five days' advance written notice prior to the termination date.
2. Such notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.

3. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Corporation for the payment thereof or in the case of a violation of the Corporation's rules the customer has not satisfied the Corporation that such violation has ceased, the Corporation may then terminate service on or after the day specified in the notice without giving further notice.
4. Service may only be disconnected in conjunction with a personal visit to the premises by an unauthorized representative of the Corporation.
5. The Corporation shall have the right (but not the obligation) to remove any or all of its property installed on the customer's premises upon the termination of service.

F. Landlord/tenant rule

1. In situations where service is rendered at an address different from the mailing address of the bill or where the Corporation knows that a landlord/tenant relationship exists and that the landlord is the customer of the Corporation, and where the landlord as a customer would otherwise be subject to disconnection of service, the Corporation may not disconnect service until the following actions have been taken:
  - a. Where it is feasible to so provide service, the Corporation, after providing notice as required in these rules, shall offer the occupant the opportunity to subscribe for service in his or her own name. If the occupant then declines to so subscribe, the Corporation may disconnect service pursuant to the rules.
  - b. The Corporation shall not attempt to recover from a tenant or condition service to a tenant with the payment of any outstanding bills or other charges due upon the outstanding account of the landlord.

### 312. ADMINISTRATIVE AND HEARING REQUIREMENTS

#### A. Customer service complaints

1. The Corporation shall make a **full** and prompt investigation of all service complaints made by its customers, either directly or through the Commission.
2. The Corporation shall respond to the complainant and/or the Commission representative within five (5) working days as to the status of the Corporation investigation of the complaint.
3. The Corporation shall notify the complainant and/or the Commission representative of the final disposition of each complaint. Upon request of the complainant or the Commission representative, the Corporation shall report the findings of its investigation in writing.
4. The Corporation shall inform the customer of his right of appeal to the Commission.

#### B. Customer bill disputes

1. Any utility customer who disputes a portion of a bill rendered for utility service shall pay the undisputed portion of the bill and notify the Corporation's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill.
2. Upon receipt of the customer notice of dispute, the Corporation shall:
  - a. Notify the customer within five (5) working days of the receipt of a written dispute notice.
  - b. Initiate a prompt investigation as to the source of the dispute.
  - c. Withhold disconnection of service until the investigation is complete and the customer is informed of the results. Upon request of the customer the Corporation shall report the results of the investigation in writing.
  - d. Inform the customer of his right of appeal to the Commission.
3. Once the customer has received the results of the Corporation's investigation, the customer shall submit payment within five (5) working days *to the* Corporation for any disputed amounts. Failure to make full payment shall be grounds for termination of service.

#### C. Commission resolution of service **and/or** bill disputes

1. **In** the event a customer and Corporation cannot resolve a service and/or bill dispute, the customer shall file a written statement of dissatisfaction with the Commission; by submitting such notice to the Commission, the customer shall be deemed to have filed an informal complaint against the Corporation.
2. Within 30 days of the receipt of a written statement of customer dissatisfaction related to a service or bill dispute, a designated representative of the Commission shall endeavor to resolve the dispute by correspondence and/or telephone with the Corporation and the customer. If resolution or the dispute is not achieved within 20 days of the Commission representative's initial effort, **the** Commission shall hold an informal hearing to arbitrate the resolution of the dispute. The informal hearing shall be governed by the following rules:
  - a. Each party may be represented by legal counsel, if desired.
  - b. All such informal hearings may be recorded or held in the presence of a stenographer.



- c. All parties will have the opportunity to present written or oral evidentiary material to support the positions of the individual parties.
  - d. All parties and the Commission's representative shall be given the opportunity for cross-examination of the various parties.
  - e. The Commission's representative will render a written decision to all parties within five (5) working days after the date of the informal hearing. Such written decision of the arbitrator is not binding on any of the parties and the parties will still have the right to make a formal complaint to the Commission.
3. The Corporation may implement normal termination procedures if the customer fails to pay all bills rendered during the resolution of the dispute by the Commission.